FNB FIRST NATIONAL BANK of NWA

RECORDATION NO. 31523-B FILED

JUL 06 2016 -10 :27 AM

SURFACE TRANSPORTATION BOARD

June 7, 2016

Chief
Section of Administration
Office of Proceedings
Surface Transportation Board
395 E Street S W
Washington, DC 20423

RE: Everest Railcar Services Inc

Dear Section Chief:

Please find attached the first page of the Assignment of Lease for Everest Railcar Services Inc on the following loans:

#3201582
#3201394
#3203749
#3201583

First National Bank has been paid off on these loans and please let this letter serve as our authorization that the Assignments can be released.

If there is any further documentation you need from me, or if there is a fee required to release, please do not hesitate to contact me at 479-878-5019 – mitzibird@fnbnwa.com. Thank you!

Sincerely yours,

Mitzi Bird

Mitzi Bird
Vice President

Mgb/enclosures

RECORDATION NO. 31523-A FILED

DEC 17 '14 -3 38 PM

SURFACE TRANSPORTATION BOARD

THIS INSTRUMENT PREPARED BY AND
AFTER RECORDING TO BE RETURNED TO:

FIRST NATIONAL BANK OF FORT SMITH
ATTN: RUSTON BLATY
P.O. BOX 699
N, ARKANSAS 72757
(479)621-6800

Doc Def ID: 57
Account #: 3203749
Assignment of Rents
Timestamp: 12/23/2014 11:13 AM

ABSOLUTE ASSIGNMENT OF LEASES, RENTS, ISSUES AND PROFITS

Loan No. 3203749

THIS ABSOLUTE ASSIGNMENT OF LEASES, RENTS, ISSUES AND PROFITS (the **"Assignment"**) is made this 25th_ day of November, 2014, by **EVEREST RAILCAR SERVICES, INC**, an Arkansas corporation whose address 2704 SE OTIS CORLEY DR STE 4, Bentonville, Arkansas, 72712, (**"Assignor"**), for the benefit of **FIRST NATIONAL BANK OF NWA**, a division of First National Bank of Fort Smith whose local address is 801 North Dixieland, Rogers, Arkansas, 72757, its successors and assigns (**"Assignee"**).

WITNESSETH:

WHEREAS, Assignor is the owner of those certain railroad cars more particularly described on Exhibit A attached hereto and made a part hereof (referred to herein from time to time as the **"Railcars"** and each a **"Railcar"**, or the **"Collateral"**);

WHEREAS, Assignee has made a loan to Assignor (the **"Loan")** and, in connection with said Loan, Assignor has executed a Commercial Security Agreement (**"Security Agreement"**) and Promissory Note (**"Note"**) of even date herewith, together with various other loan documents (collectively, the **"Loan Documents"**);

WHEREAS, as a condition to funding the Loan, Assignee requires Assignor to transfer and assign to Assignee all of Assignor's right, title and interest in, to and under any and all leases, subleases, lettings, licenses, schedules, riders and use agreements of or affecting the Railcars, including but not limited to the various leases incorporated. (such leases and any other agreements as aforesaid, as the same may be amended, extended, modified or renewed, and together with the rights and interests set forth below in this paragraph, are hereinafter referred to collectively as the **"Leases"** and individually as a **"Lease"**) that may now or hereafter be entered into with any lessees (hereinafter referred to collectively as the **"Lessees"** and individually as a **"Lessee"**) of any or all of the Railcars and (a) all amendments, extensions, modifications, replacements or renewals thereof, (b) any and all guaranties of any Lessee's obligations under any provisions thereof; (c) all of the rents, income, revenues, issues, benefits, advance rentals, security deposits, cash, cash collateral and profits due, or to become due, under the Leases and with respect to the Railcars, to which Assignor may now or hereafter become